

EXHIBIT 5

4851

1111 FANNIN, 12TH FLOOR
HOUSTON, TX 77002

Inventory Complete

TEL (713) 427-6391
FAX (713) 427-6449

TRANSMITTAL & BAILMENT LETTER

12/18/2006 2:58:48 PM

GMAC-RFC
ONE MERIDIAN CROSSING
MAIL CODE SDG-MR
MINNEAPOLIS, MN 55423

ATTN:

RE: AMNET/WACHOVIA SHIPMENT NO. 106821

Ladies and Gentlemen:

Subject to the terms and conditions set forth below, we hereby transmit the originally executed promissory note (the "Mortgage Note") relating to the above-referenced mortgage loan (the "Mortgage Loan"). We have released possession of the Mortgage Note to you only in reliance on your agreement with the terms and conditions set forth below.

By your acceptance of the Mortgage Loan, you acknowledge that (i) Wachovia Bank, National Association ("Wachovia") is the owner of the Mortgage Loan and (ii) you have received possession of the Mortgage Note along with certain other documents comprising the related mortgage files (together with the Mortgage Note, the "Mortgage Loan Documents"), in trust, as bailee for and agent of JPMorgan Chase Bank, National Association ("Custodian") (which holds the Mortgage Loan Documents as custodian and bailee for the benefit of Wachovia). Until your status as bailee is terminated as set forth below, you agree not to deliver the Mortgage Note to Seller or any third party and to act only as agent for Custodian with respect to the Mortgage Loan Documents.

Your status and obligations as bailee shall automatically terminate, without further action by any party, upon earliest to occur of (i) payment of the full amount of the purchase price specified in your original purchase commitment plus any servicing released premium specified in such purchase commitment (the "Commitment Price" for such Mortgage Loan to Wachovia (the "Takeout Date") or (ii) return of the Mortgage Loan Documents to Custodian, as set forth below. Wachovia does hereby transfer, assign and convey any and all of its right, title and interest in the Mortgage Loan and Mortgage Loan Document to you effective as of the Takeout Date upon receipt of the Commitment Price in full.

For purposes of the Takeout Date set forth above, the Commitment Price shall be deemed paid in full when Wachovia receives a federal wire transfer in the amount of the Commitment Price sent to Wachovia in immediately available funds to:

JPMorgan Chase Bank, N.A.
1111 Fannin, 12th Floor
Houston, Texas 77002
ABA number 021-000-021
For Credit Account No. 709380323
Attention: Wanda Carr, Mortgage Banking Warehouse Services
Phone: (713) 427-6391
Further Credit: American Mortgage Network, Inc.

You agree only to send payments to Wachovia, as specified above, and not to honor a change in the above wire transfer or mailing instructions unless provided in writing and signed by Wachovia.

You agree to deliver the Mortgage Loan Documents: (a) Upon your receipt of Wachovia's written request therefor (provided that such request is received by you prior to your payment of the Commitment Price); (b) promptly, in the event that you elect not to purchase the Mortgage Loan, or (c) in the event that the Mortgage Note is defective and requires correction. In the alternative, you agree to take such other action with respect to the Mortgage Note and the related Mortgage Loan Documents as may be agreed upon in writing between Wachovia and you. Any delivery by you to Custodian shall be made by express mail to the address of Custodian set forth below; provided however, that in no case shall you return such Mortgage Loan Document to Custodian later than thirty (30) calendar days after receipt of such Mortgage Loan Document.

Any Mortgage Loan Documents (or portion thereof) being returned in accordance herewith shall be sent to Custodian by overnight courier to: JPMorgan Chase Bank, National Association, 1111 Fannin, 12th Floor, Houston, Texas 77002, attention: Wanda Carr, no later than thirty (30) calendar days after the date hereof.

Any questions relating to the Mortgage Loan Documents should be referred to the attention of Justin Zakocs at Wachovia, Telephone: (704) 715-8184.

By acknowledging receipt of this Bailee Letter you shall be bound by the terms hereof. Wachovia requests that you acknowledge receipt of the Mortgage Loan Documents and this Bailee Letter by signing and returning the enclosed copy of this Bailee Letter in the enclosed self-addressed envelope; provided, however, that your failure to do so does not nullify [Purchaser's] acceptance of the terms of this Bailee Letter.

Sincerely,

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Custodian

By: _____
Name:
Title:

Acknowledged and Agreed this __ day of

_____, 200_

GMAC-RFC

By: _____

Name:

Title: